

Panaji, 18th February, 1982 (Magha 29, 1903)

SERIES II No. 47

OFFICIAL GAZETTE

GOVERNMENT OF GOA, DAMAN AND DIU

GOVERNMENT OF GOA, DAMAN AND DIU

Department of Personnel and Administrative Reforms

Order

No. 6-2-69-PER(III)

Read: Order No. SAD/1-21/75 dated 25-8-75 and amendment No. SAD/1-21-75 dated 9-10-75.

Shri R. P. Pal, Grade I Officer of Goa, Daman and Diu Civil Service, presently functioning as Dy. Director of Education (Admn.) is appointed as Special Commissioner, in the Office of Special Commissioner, New Delhi, with immediate effect.

2. The appointment is on deputation and will be governed by the terms and conditions of deputation contained in Government of India, Ministry of Finance (Department of Expenditure) Memo No. F.10(24)-E-III/60 dated 4-5-1961 as amended from time to time.

3. The period of deputation of Shri Pal shall be initially for a period of one year, from the date of his joining the post.

4. The post of Special Commissioner created vide order cited above is hereby revived w.e.f. the date of this order. This issues with the concurrence of Finance Department vide their U. O. No. 752 dated 6-2-82.

5. Shri R. P. Pal shall hand over the charge of the post of Dy. Director of Education to Shri J. P. Singh, I.A.S., Director of Education.

By order and in the name of the Administrator of Goa, Daman and Diu.

G. H. Mascarenhas, Under Secretary (Personnel).

Panaji, 6th February, 1982.

Order

No. 5/21/76-PER

The Administrator of Goa, Daman and Diu, is pleased to appoint Dr. H. Y. Karapurkar, in charge of Research Station, Ela, now on deputation as Project Officer in the Rural Development Agency — as Director of Agriculture, Government of Goa, Daman and Diu from the date he takes over the latter post.

By order and in the name of the Administrator of Goa, Daman and Diu.

G. H. Mascarenhas, Under Secretary (Personnel).

Panaji, 8th February, 1982.

Local Administration and Welfare Department

Office of the Asstt. Registrar of Cooperative Societies

No. 20-20-80-ARSZ-Reorg-Ponda

Read: 1) The financial Statements of Accounts of Bandiwade V. K. S. S. Society Ltd., Bandiwade-Ponda-Goa for the year 1979-80.

- 2) The financial statements of accounts of Shri Shantadurga V. K. S. S. Sty. Ltd., Kavalem-Ponda-Goa for the year 1979-80.
- 3) The Bye-laws of Bandiwade V.K.S.S. Sty. Ltd., Bandiwade-Ponda-Goa.
- 4) The Bye-laws of Shri Shantadurga V. K. S. S. Sty. Ltd., Kavalem-Ponda-Goa.
- 5) Letter No. ARCS/SZ/Reorg/Ponda/81 dated 8-9-81.
- 6) Letter dated 18-9-81 from Shantadurga V. K. S. S. Sty. Ltd., Cavalem.
- 7) Letter dated 21-10-81 from Bandiwade V. K. S. S. Sty. Ltd., Bandiwade-Ponda.
- 8) Letter dated 24-9-81 from the Goa State Coop. Bank Ltd., Panaji-Goa.

1) The Bandiwade V. K. S. S. Sty. Ltd., Bandiwade and Shri Shantadurga V. K. S. S. Society Ltd., Kavalem-Ponda-Goa were registered under the Registration No. RES-(c)-76-Goa and RES-(c)-91-Goa in the year 1963 respectively with a main object of catering to the agricultural requirements of its agriculturist members by providing them agricultural credit and other such requirements such as agricultural implements, improved seeds, fertilizers, etc.

2) With a view to helping these societies to achieve their objects they were given financial assistance by way of Govt. Share Capital Contribution to the tune of Rs. 10,000/- in each case as per the pattern of assistance to the agricultural credit societies.

3) From the Financial Statements of Accounts of both the societies it is observed that although both the societies are working, the society at Sr. No. 2 has not undertaken activities to fulfil the main objectives in its bye-laws namely supply of agricultural credit and other requisites to the agriculturist members and concentrated all its efforts towards the consumers activities alone although there is ample scope for developing the agricultural credit business in the villages falling within the jurisdiction of the said society. Hence it is felt that if these two societies are amalgamated into one unit it will be proved beneficial to both the societies and the amalgamated unit will have more scope to become strong and economically viable.

4) The location of areas of operation of both these societies are contiguous to each other and therefore from the functional view point there should be no difficulties for amalgamation of both the societies.

5) A draft order as stated at Sr. No. 5 directing amalgamation of the aforesaid societies was issued inviting suggestions/objections of the concerned societies.

6) A reply sent by Shantadurga V. K. S. S. Sty. Ltd., Cavalem at Sr. No. 6 is not convincing.

7) The reply provided by the Bandiwade V. K. S. S. Sty. Ltd., at Sr. No. 7 is also not found to be satisfactory.

8) The Goa State Coop. Bank Ltd., Panaji under its letter at Sr. No. 8 has favoured the amalgamation of the aforesaid societies.

Under the aforesaid considerations, I hereby pass the following order.

Order

In virtue of the powers vested in me under Section 17(A) (1) of the Maharashtra Coop. Societies Act, 1960 as applied to

the Union Territory of Goa, Daman and Diu, read with rule 14(A) of the Coop. Societies Rules, 1962. The Shri Shantadurga V.K.S.S. Sty. Ltd., Kavale and Bandiwade V.K.S.S. Sty. Ltd., Bandiwade were issued draft amalgamation order under the letter dated at Sr. No. 5 and circumstances leading to the amalgamation have been explained and hence in terms of aforesaid Section I hereby direct the amalgamation of the said societies on the following lines.

1) The existing bye-laws of Bandiwade V.K.S.S. Sty. Ltd., Bandiwade, shall be the bye-laws of amalgamated unit with the following modifications.

a) The first sentence of bye-law No. 1 shall be substituted as the name of the society is Bandiwade Kavale Group V.K.S.S. Sty. Ltd., and its registered address is Bandiwade Ponda-Gôa, Post Ponda, District Goa. The Headquarters of the society shall be situated at Bandiwade.

b) Bye-law No. 4 shall be substituted as "any person who fulfils the conditions laid down in bye-law No. 5 and who resides in the village Panchayat areas of Bandiwade and Kavlem is eligible for the membership of the society.

c) The Bye-law No. 38 shall be amended to read as "The management of the society shall be carried on by the managing committee of the society. The Managing Committee shall consist of 9 members. Five members shall be elected from Bandiwade Village Panchayat and four members shall be elected from Kavlem Village Panchayat in accordance with the Election Rules framed for the purpose. The Managing Committee shall remain in office till a new committee is elected as per the election rules and the result thereof are declared in the ensuing Annual General Body Meeting. Vacancies in the Managing Committee arising due to death or any other reasons shall be filled by the Managing Committee by co-option, from the concerned areas. Five members shall from a quorum at a meeting of the Managing Committee.

ii) The Managing Committee of the Bandiwade V.K.S.S. Sty. Ltd., existing on the date of amalgamation shall be the Managing Committee for the amalgamated unit and its term of office shall be the same as it would have been if the amalgamation would not have been there.

iii) The membership of the persons residing in the village Panchayat of Kavalem alongwith their paid up share capital will obviously stand transferred to the amalgamated unit.

iv) The Government Share Capital Contribution sanctioned and invested in both the aforesaid societies will have to be refunded to the Government. Since the re-organised agricultural credit societies are entitled to the financial assistance under separate pattern of assistance.

v) All the assets and liabilities of Shri Shantadurga V.K.S.S. Sty. Ltd., shall stand transferred to Bandiwade V.K.S.S. Sty. Ltd. The liabilities towards the audit fees and other short term Government liabilities shall be settled immediately.

vi) All the proceedings initiated by or against Bandiwade V.K.S.S. Society Ltd., and Shri Shantadurga V.K.S.S. Society Ltd., and pending after their amalgamation shall be continued or disposed of in the name of amalgamated unit by the concerned authority before which such proceedings are pending.

vii) Further, all acts done by and agreements or contracts entered into by Bandiwade V.K.S.S. Society Ltd., and Shri Shantadurga V.K.S.S. Society Ltd., with any party hitherto in any respect whatsoever shall on their merger be deemed to have been done or executed by the amalgamated unit and shall continue to be valid as if the amalgamation was not there.

Sd/- Y. S. Manerikar, Asstt. Registrar of Coop. Societies, South Zone.

Margao, 31st December, 1981.

No. 7-38-70/ARSZ

Read: This office order No. GEN-(c)-10-Goa/LQD/1979 dated 9-1-1979 appointing Shri Suresh D. Prabhu, Extension Officer (Fisheries) Margao as a liquidator of Fishermen's Coop. Society Ltd., Assolna, Salcete-Goa.

Order

In partial modification to this office order mentioned above Shri D. G. K. Dhakankar, Extension Officer (Fisheries),

Margao is hereby appointed as a Liquidator of Fishermen's Coop. Society Ltd., Assolna-Salcete in place of Shri Suresh D. Prabhu with immediate effect.

Y. S. Manerikar, Asstt. Registrar of Coop. Societies, South Zone.

Margao, 6th January, 1982.

Notification

In exercise of the powers vested in me under Section 9(1) of the Maharashtra Cooperative Societies Act, 1960 as applied to the Union Territory of Goa, Daman and Diu, the Murgao Taluka Government Teachers Coop. Credit Society Ltd., Vasco-da-Gama, Goa is registered under code symbol No. ARCS/SZ/3-Coop(b)-6/South-Goa/81.

Sd/- Y. S. Manerikar, Asstt. Registrar of Coop. Societies, South Zone.

Margao, 30th September, 1981.

Certificate of Registration

The Murgao Taluka Government Teachers Coop. Credit Society Ltd., Vasco-da-Gama has been registered on 30-9-1981 and it bears registration code symbol No. ARCS/SZ/3-Coop(b)-6/South Goa/81 and it is classified as a Salary Earners Society in terms of Rule 9(3) (b) of the Cooperative Societies Rules, 1962 for the Union Territory of Goa, Daman and Diu,

Sd/- Y. S. Manerikar, Asstt. Registrar of Coop. Societies, South Zone.

Margao, 30th September, 1981.

Notification

In exercise of the powers vested in me under Section 9 of the Maharashtra Cooperative Societies Act, 1960 as applied to the Union Territory of Goa, Daman and Diu, the Goa Bricks Manufacturers Cooperative Society Ltd., Sarzora-Chinchinim-Salcete-Goa, is registered under code symbol No. PRD-(b)-3/South Goa/81.

Sd/- Y. S. Manerikar, Asstt. Registrar of Coop. Societies, South Zone.

Margao, 11th December, 1981.

Certificate of Registration

The Goa Bricks Manufacturers Coop. Society Ltd., Sarzora Chinchinim-Salcete-Goa, has been registered on 11-12-1981 and it bears registration code symbol No. PRD-(b)-3/South Goa/81 and it is classified as Producer's Society Sub-classification (b) Labourer's Industrial Society.

Sd/- Y. S. Manerikar, Asstt. Registrar of Coop. Societies, South Zone.

Margao, 11th December, 1981.

Revenue Department

Notification

No. 22/18/81-RD

Whereas by Government Notification No. 22/18/81-RD dated 20-3-1981 published on page 27 and 28 of Series II, No. 3 of the Official Gazette, dated 16-4-1981 it was notified under Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as "the said Act") that the land, specified in the schedule appended to the said Notification (hereinafter referred to as the "said land") was likely to be needed for the public purpose viz. Development of Anjuna Beach at Anjuna.

And Whereas the appropriate Government (hereinafter referred to as "the Government") is satisfied after considering the report made under sub-section (2) of Section 5A of the said Act, that the said land specified in the schedule hereto is needed to be acquired for the public purpose specified above.

Now, Therefore, the Government is pleased to declare under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government is also pleased to appoint under clause (c) of Section 3 of the said Act, the Dy. Collector, Goa North Division, Panaji to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and to direct him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the said Deputy Collector, Goa North Division, Panaji till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Sr. No.	Taluka	Village/Ward	Sub-Div. Plot No.	Survey No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
1.	Bardez	Anjuna	—	206 (Part)	Comunidade of Anjuna.	42500.00
2.	—do—	—do—	5 Part	210	—do—	87.00
3.	—do—	—do—	1	211	—do—	425.00
4.	—do—	—do—	2	"	Felicio Arcanjo D'Mello.	4005.00
5.	—do—	—do—	3	"	—do—	3725.00
6.	—do—	—do—	4	"	Cuilina D'Mello.	3700.00
7.	—do—	—do—	5	"	Comunidade of Anjuna.	331.00
8.	—do—	—do—	6	"	Peter Mendoca.	1987.00
9.	—do—	—do—	7	"	Cocilino D'Mello.	3944.00
10.	—do—	—do—	8	"	Comunidade of Anjuna.	556.00
11.	—do—	—do—	1	212	Rui de Silveria Monteiro.	3780.00
12.	—do—	—do—	2	"	Laxman Kamat.	2787.00
13.	—do—	—do—	3	"	Turzan D'Mello.	925.00
14.	—do—	—do—	4	"	Sebastiao Viegas.	1425.00
15.	—do—	—do—	5	"	Government.	1419.00
16.	—do—	—do—	6	"	Comunidade of Anjuna.	475.00
17.	—do—	—do—	7	"	Laxman Kamat.	1631.00
18.	—do—	—do—	8	"	Damu A. Naik.	606.00
19.	—do—	—do—	9	"	Maria Anjelia D'Souza.	194.00
20.	—do—	—do—	10	"	Goslavo D'Souza.	187.00
21.	—do—	—do—	11	"	Peter Almeida.	3900.00
22.	—do—	—do—	12	"	Government.	1531.00
Total						80120.00

Boundaries:

North: Survey No. 206.

South: Road and Nala.

East: Survey No. 210/2, 3, 4 & 5 and sub-Division No. 9 of Y. No. 211.

West: Arabian Sea.

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

S. Regunathan, Secretary (Revenue).

Panaji, 15th February, 1982.

Notification

No. RD/LQN/255/79

Whereas by Government Notification No. RD/LQN/255/79 dated 17-8-79 published on page 231-232 of Series II, No. 22 of the Official Gazette, dated 30-8-79 it was notified under Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as "the said Act") that the land, specified in the schedule appended to the said Notification (hereinafter referred to as the "said land") was likely to be needed for the public purpose viz. For approach road to Mashem Bridge at Canacona.

And Whereas the appropriate Government (hereinafter referred to as "the Government") is satisfied after considering the report made under sub-section (2) of Section 5A

of the said Act, that the said land specified in the schedule hereto is needed to be acquired for the public purpose specified above.

Now, Therefore, the Government is pleased to declare under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government is also pleased to appoint under clause (c) of Section 3 of the said Act, the Deputy Collector (Land Acquisition Officer), Panaji, to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and to direct him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the said Deputy Collector (Land Acquisition Officer), Panaji till the award is made under Section 11.

SCHEDULE
(Description of the said land)

Sr. No.	Taluka	Village/Ward	Survey No.	Sub-Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
	Canacona	Loliem Polem	3	5	Shri Ramnath Ambe (Owner).	13.00
	—do—	—do—	3	6	Shri Nirakar Devasthan Mashem.	60.00
	—do—	—do—	2	1	Shri Nirakar Devasthan Mashem.	65.00
Total						138.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

S. Regunathan, Secretary (Revenue).

Panaji, 12th February, 1982.

Notification
No. 22/165/80-RD

Whereas by Government Notification No. 22/165/80-RD dated 2-2-81 published on page 702 & 703 of Series II, No. 47 of the Official Gazette, dated 19-2-81 it was notified under Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as "the said Act") that the land, specified in the schedule appended to the said Notification (hereinafter referred to as the "said land") was likely to be needed for the public purpose viz. Construction of Cement Godown-Cum-Store at Colvale.

And Whereas the appropriate Government (hereinafter referred to as "the Government") is satisfied after considering the report made under sub-section (2) of Section 5A of the said Act, that the said land specified in the schedule hereto

is needed to be acquired for the public purpose specified above.

Now, Therefore, the Government is pleased to declare under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government is also pleased to appoint under clause (c) of Section 3 of the said Act, the Land Acquisition Officer, PWD, Cell, Altinho Panaji, to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and to direct him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the said Land Acquisition Officer, PWD, Cell, Altinho. Panaji, till the award is made under Section 11.

SCHEDULE
(Description of the said land)

Sr. No.	Taluka	Village/Ward	Survey No.	Survey No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
1.	Bardez	Colvale	414/Part		Comunidade of Colvale.	3,000.00
Boundaries:						
North: S. No. 414.						
South: Road.						
East: S. No. 415/1.						
West: Road.						
Total						3,000.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

S. Regunathan, Secretary (Revenue).

Panaji, 12th February, 1982.

Notification
No. 22/100/81-RD

Whereas by Government Notification No. 22/100/81-RD dated 22-8-81 published on page 216 of Series II, No. 23 of the Official Gazette, dated 4-9-81 it was notified under Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as "the said Act") that the land, specified in the schedule appended to the said Notification (hereinafter referred to as the "said land") was likely to be needed for the public purpose viz. for construction of R. C. C. Culvert at Opa-Candepar-Ponda.

And Whereas the appropriate Government (hereinafter referred to as "the Government") is satisfied after considering the report made under sub-section (2) of Section 5A of the

said Act, that the said land specified in the schedule hereto is needed to be acquired for the public purpose specified above.

Now, Therefore, the Government is pleased to declare under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government is also pleased to appoint under clause (c) of Section 3 of the said Act, the Land Acquisition Officer, P.W.D. Cell, Altinho, Panaji to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and to direct him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the said Land Acquisition Officer, P.W.D., Cell, Altinho, Panaji till the award is made under Section 11.

SCHEDULE
(Description of the said land)

Sr. No.	Taluka	Village/Ward	Plot No.	Survey No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
	Ponda	Candepar	—	143/1 (Part)	Mahadev Vaman Pandit.	410.00
Total						410.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

S. Regunathan, Secretary (Revenue).

Panaji, 12th February, 1982.

Public Health Department

Order

No. 5/120/79-PHD

Read: 1. Memorandum No. 5/120/79-PHD dated 20th April, 1981.

2. Order No. 5/120/79-PHD dated 11-9-1981.

The Memorandum offering the post of Lecturer in E. N. T. in the Goa Medical College to Dr. A. K. Agarwal and order of appointment referred to above appointing him to the said post, are hereby cancelled as he did not join the post.

By order and in the name of the Administrator of Goa, Daman and Diu.

M. S. Sail, Under Secretary (Health).

Panaji, 8th February, 1982.

Industries and Labour Department

Order

No. 28/IND/ILD

Whereas the Lieutenant Governor of Goa, Daman and Diu is of the opinion that an industrial dispute exists between the management of M/s. Minerals and Metals Trading Corporation of India Limited, Vasco-da-Gama, Goa, and their workman Shri P. Shreedharen represented through the Minerals and Metals Trading Corporation (Goa Region) Employees Union, Vasco-da-Gama, Goa in the matters specified in the Schedule annexed hereto (hereinafter referred to as the said dispute):

And whereas the Lieutenant Governor of Goa, Daman and Diu considers it expedient to refer the said dispute for adjudication;

Now, Therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Lieutenant Governor of Goa, Daman and Diu hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, Daman and Diu at Panaji, constituted under section 7-A of the said Act.

SCHEDULE

Whether the action of the management of M/s. Minerals and Metals Trading Corporation of India Limited, Vasco-da-Gama, Goa is not promoting their workman Shri P. Shreedharen, as Junior Stenographer in accor-

dance with the employer's Order No. 20/1964 dated 7-4-1964, is legal and justified?

If not, to what relief the said workman is entitled to?

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

S. D. Sadhale, Under Secretary (Industries and Labour).

Panaji, 10th February, 1982.

Order

No. 28/19/81-ILD

Whereas the Lieutenant Governor of Goa, Daman and Diu is of the opinion that an industrial dispute exists between the management of M/s. Photophone Limited, Mapusa, Bardez, Goa, and their workman Shri Baburai B. Chodankar in respect of matters specified in the Schedule annexed hereto (hereinafter referred to as the "said dispute");

And whereas the Lieutenant Governor of Goa, Daman and Diu considers it expedient to refer the said dispute for adjudication.

Now, Therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947), the Lieutenant Governor of Goa, Daman and Diu hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, Daman and Diu at Panaji, constituted under section 7-A of the said Act.

SCHEDULE

(A) Whether the action of the management of M/s. Photophone Limited, Mapusa, Bardez, Goa, in not counting the services of Shri Baburao B. Chodankar with effect from 23-5-79 for completion of probation period is justified?

(B) If not, whether the action of the employer in terminating the services of Shri Baburao B. Chodankar with effect from 30-9-80 is justified;

(C) If answers to (A) and (B) are in the negative, to what relief Shri Baburao is entitled to."

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

S. D. Sadhale, Under Secretary (Industries and Labour).

Panaji, 10th February, 1982.

Order

No. 28/2/79-ILD

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under

the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Administrator of Goa, Daman and Diu.

S. D. Sadhale, Under Secretary (Industries & Labour).

Panaji, 22nd January, 1982.

IN THE INDUSTRIAL TRIBUNAL GOA, DAMAN AND DIU, PANAJI-GOA

(Before Dr. Renato Noronha, Presiding Officer)

Reference No. IT/31/80

Kum. Yvette Silvera

Party - I

V/s

M/s. Timblo Publications Pvt. Ltd.

Party - II

Shri N. G. Rebello, General Secretary, Newspapers and Press Employees Union for the workman—Party I.

Panaji: Date: 13-1-1982

AWARD

This is a reference made by the Government of Goa, Daman and Diu by its order No. 28/1/79-ILD, dated 19-4-1980, which, in the schedule annexed to it, reads as follows:—

"Whether the action of the management of M/s. Timblo Publications Pvt. Ltd., in retrenching from the services Kum. Yvette Silvera Trainee, w.e.f. 1-1-1979 is legal and justified.

If not, to what relief the said workman is entitled to?

2. Notices was served to both the parties. The Union filed its claim's statement on behalf of the workman stating therein that the employer—Party II started publishing an English Daily Newspaper called "West Coast Times" from March, 1978 and the workman, who is highly qualified and has aptitude for journalism, joined the employer with an express understanding that the post would be permanent. However, it was found that the procedure followed by the employer was completely illegal, in-as-much-as the workmen were employed and terminated as and when the management liked. The provisions of the Workmen Journalist Service Conditions and other Miscellaneous Provisions were not followed and also the Wage Recommendations to the Journalist and Non-Journalist Staff, implemented. The workmen joined the Union and the latter, on 29-1-1979, demanded from the employer the reinstatement of some workmen, whose services were terminated and also the implementation of the provisions of the different Acts and Wage Board recommendations. The employer failed to accede to the Union's demands and, therefore, there was a strike, which resulted in some settlement. No sooner the strike was called off after the settlement dated 19-10-1979, the employer started terminating the services of some workmen and the workman Yvette Silvera was one of the victims, inspite of the employer having agreed in the said settlement not to victimize any of the workmen who had participated in the strike. The Union protested and requested the employer to take back the terminated employees, but the employer was adamant and refused to do anything. The matter was referred to the Commissioner, Labour and Employment, but the proceedings failed and the matter was referred by the Govt. to this Tribunal. It is submitted that the termination of services of Miss Yvette Silvera is illegal, unjustified and amounts to unfair labour practice. It is prayed that she be reinstated in service with full back wages as prescribed by the Wage Board and given all other benefits attached to her employment.

3. As the employer failed to remain present, although duly served and also did not file any written statement, order was passed to proceed ex-parte against him. Case was posted for hearing on 4-5-1981. In the meanwhile, a letter was received from the employer dated 14-4-1981 stating that they have fully settled Miss Yvette Silvera's account and she has certified in the receipt that she does not have any claim of whatsoever nature against the employer and, as such, the case may be closed. Say of the worker on this letter was sought, and the employer was directed to produce the receipt issued by the worker. The receipt was produced by the employer and the workman also filed his say on it, stating that since the termination of her services by the employer is in violation to the provisions of law, she

is still entitled to file her claim for reinstatement and there is no estoppel or waiver against the retrenched workman, who has no freedom to refuse payment in view of his meagre financial position caused by the retrenchment.

4. The following issues were framed:

1. Whether Party-I proves that the action of the management of Party-II in retrenching her services from 1-1-1979 is illegal and not justified and therefore she should be reinstated with full back wages, continuity of service and all other benefits attached to the employment?

2. Whether Party-II proves that it has fully settled Party-I's account, as it is shown in the receipt issued by Party-I, wherein the latter has stated that she does not have any claim of whatsoever nature against Party-II Company?

3. Whether Party-I proves that the certificate issued by her in the receipt would not prevent her from claiming reinstatement and the amounts due?

4. What relief?

5. Date was fixed for filing lists of evidence, but none of the parties filed such lists. Later, Shri N. G. Rebello, for Party-I, submitted his application withdrawing his appearance from the case, on the grounds that the workman had shown very little interest, when contacted. This application was granted and a notice served on the workman in person, but the workman failed to remain present and since the employer was also absent, the case was closed and kept for award.

6. The employer has filed a receipt alleged to have been issued by the workman, wherein it is stated that the workman has received from the employer in full and final settlement of her account Rs. 425.75/- and has no claim against him of whatsoever nature.

It is not proved that the said receipt in fact has been issued by the workman, but even assuming that the workman has issued it, this fact would not prevent the workman from challenging her retrenchment and claiming her dues. Indeed, it has been held that the principal of estoppel or waiver cannot be rigorously apply against the workman, specially when it is not clear that the workman has accepted the compensation given by the management in full satisfaction of his claim, after having been made aware he was entitled to higher compensation (vide the "Law of Industrial Disputes by Malhotra 3rd Edition Volume I page 1531).

And this is precisely our case. It is not known in what circumstances the receipt was issued by the workman—if in fact the workman has issued it—and whether, at the time she signed the receipt, she was fully aware that she was entitled to a higher compensation, which she did not want to claim nor challenge the order of her retrenchment.

7. Neither the workman nor the employer has led any evidence to prove the issues, subject matter of the dispute, and, therefore, this Tribunal is unable to reach at any conclusion regarding the reference made by the Government in this connection, viz. whether the action of the management of M/s. Timblo Publications Pvt. Ltd., in retrenching from services Kum. Yvette Silvera, trainee is justified or not. Order accordingly.

Dr. Renato Noronha

Presiding Officer, Industrial Tribunal.

Order

No. 28/2/79-ILD

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Administrator of Goa, Daman and Diu.

S. D. Sadhale, Under Secretary (Industries and Labour).

Panaji, 22nd January, 1982.

**IN THE INDUSTRIAL TRIBUNAL GOA, DAMAN
AND DIU, PANAJI-GOA**

(Before Dr. Renato Noronha, Presiding Officer)

Reference No. IT/32/80

Workmen of
M/s. Timblo Printers Pvt. Ltd., — Party-I
V/s

M/s. Timblo Printers Pvt. Ltd., — Party-II
Margao, Goa.

Shri N. G. Rebello, General Secretary, Newspapers and
Press Employees' Union for the workmen — Party-I

Panaji, Date: 13-1-1982.

AWARD

The Government of Goa, Daman and Diu, by its order No. 28-1-79-ILD, dated 19-4-1980, has referred to this Tribunal the adjudication of the dispute between the above parties. The schedule, annexed to the order of reference, reads as follows:

"Whether the action of the management of M/s. Timblo Printers Pvt. Ltd., Margao in retrenching from services the 21 workmen mentioned in the Annexure appended hereto w.e.f. the dates as shown against their respective names was legal and justified. If not to what relief the said workmen are entitled to?"

2. The Newspaper and Press Employees' Union, herein-after briefly called the Union, filed its statement of claim on behalf of the workmen, wherein it stated in short: That the employer is one of the undertakings of Timblo group of Industries, engaged in printing jobs for M/s Timblo Publications. The workmen terminated were employed with an express understanding that they were appointed under the said employer and so, in order to better their prospects, they joined the new organisation which belonged to one prosperous mine magnate in Goa. However, it was found that the procedure followed by the employer was completely illegal, in-as-much-as the workmen were employed and terminated as and when the management liked. The provisions of the Workmen Journalist Services Conditions and other Miscellaneous Provisions were not followed and also the Wage recommendations for the journalist and non-journalist staff, implemented. The workmen joined the union and the latter, on 29-1-79, demanded from the employer the reinstatement of some workmen, whose services were terminated and also the implementation of the provisions of different Acts and Wage Board recommendations. The employer failed to accede to the Union's demands and, therefore, there was a strike, which resulted in some sort of settlement. No sooner the strike was called off, the employer acted most dishonestly and illegally by terminating the services of the 20 workmen mentioned in this reference without any notice or warning and the reason given was that they were surplus. In the settlement arrived at, there was clause to the effect that there would be no victimization of any of the workmen who had participated in the strike. The action of the management is, therefore, in gross violation of the said settlement. The statement goes on analysing the conduct of each affected workman to show that the action of the management in terminating his services is illegal and unjustified. The matter was reported to Commissioner, Labour and Employment, but he failed to take any action. After prolonged discussions, the matter ended into failure and, therefore, the Government was forced to refer it to this Tribunal for adjudication. It is prayed that the workmen whose services have been illegally terminated by the employer be reinstated, with continuity of service and full back wages and also given all benefits as prescribed by the Wage Board for the journalist and non-journalists.

3. Notice was served on the employer to file its written statement, but it failed to remain present and also did not file any written statement. Order was passed fixing ex-parte hearing of the case. In the meanwhile, a letter was received from the employer, dated 14-4-81, saying that they have fully settled the amount of all the 20 workmen and that these workmen have certified in the receipt issued that they do not have claim of whatsoever nature against the company and, as such, the case may be closed. Say of the workmen's representative was sought on this letter and the employer was directed to produce the receipt issued by the workmen. The employer did not produce the receipt, inspite of asking

for time, which was granted to him. The workmen's representative, in his say, states that the moot question in this reference is the termination of services of the workmen in gross violation of the existing settlement and there is no question of settlement of accounts.

4. The following issues were framed by the Tribunal:

1. Whether Party-I proves that the action of the management of Party-II in retrenching from services the 21 workmen mentioned in the Schedule to the reference is illegal and not justified and, therefore, the man Party-I should be reinstated with full back wages and continuity of service and all other benefits attached to the employment?
2. Whether Party-II proves that they have fully settled the account of Party-I and the latter have certified in the receipt issued that they do not have any claim of whatsoever nature against Party-II?
3. Whether Party-I proves that the alleged certificate as issued by Part-II, even if proved, would not prevent Party-I from claiming the amounts due?
4. What relief?

5. No lists of evidence were filed by the parties, inspite of the workmen's representative having thrice prayed for extension of time, which was granted to him. Finally, he put in an application praying that the reference may be dropped and the file closed, as some of the workmen are not interested and the others he could not contact for want of proper address. The employer, who was present when this application was filed, also stated that he too did not want to lead any evidence and, therefore, the file is now placed before me for delivering the award.

6. Since neither the workmen, nor the employer has led no evidence to prove the issues, subject matter of the dispute, this Tribunal is unable to reach at any conclusion regarding the reference made by the Government in this connection viz whether the action of the management of M/s. Timblo Printers Pvt. Ltd., Margao in retrenching from services the 21 workmen mentioned in the annexure is legal and justified or not.

Order accordingly:

Dr. Renato Noronha
Presiding Officer,
Industrial Tribunal,

Order

No. 28/2/79-ILD

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Administrator of Goa, Daman and Diu.

S. D. Sadhale, Under Secretary (Industries and Labour).

Panaji, 22nd January, 1982.

**IN THE INDUSTRIAL TRIBUNAL GOA,
DAMAN AND DIU, PANAJI-GOA**

(Before Dr. Renato Noronha, Presiding Officer)

Reference No. IT/4/76

M/s. O'Heraldo,
Panaji, Goa.
V/s.

— Party I

Shri Pascoal Braganza,
Santa-Cruz,
Ilhas Goa.

— Party II

Shri Ramesh Dessai, Labour Consultant, representing the employer, Party I.

Shri N. J. Rebello, General Secretary, Newspaper and Press Employees' Union, representing the workman, Party II.

Dated: 11-1-1982.

A W A R D

The Government of Goa, Daman and Diu, by its order No. CLE/(133)/75/IT(31)/75/187, dated 30th January, 1976, has referred this dispute for adjudication by this Tribunal. The schedule, annexed to the order of reference, reads:—

"Whether the action of the Management of M/s. O'Heraldo Panaji, in terminating the services of Shri Pascoal Braganza is legal and justified?

If not, what relief the worker is entitled to?"

2. In his statement of claim, the workman, after narrating the various incidents of harassment caused to him by the management, states, in short, that his order of dismissal is nothing but a clear case of victimization and unfair labour practice for his trade union activities. He also contends that the enquiry has not been conducted properly, the findings of the enquiry officer are perverse and the punishment of dismissal is bad in law, as no opportunity was given to him to represent regarding the same and, further, it is disproportionate to the alleged misconduct. He prays that the dismissal order be declared null and void and that the workman reinstated in service with continuity and full back wages.

3. The employer, in its written statement, denies the allegation of harassment made by the workman and submits that the workman was dismissed after a just and fair enquiry, held by an independent enquiry officer.

4. The following issues were framed by my learned predecessor Dr. Coelho:—

1. Does the Party I prove that the enquiry has not been conducted properly and, therefore, the findings of the Enquiry Officer are perverse and vitiated?

2. Do Party II prove that the services of the workman were legally and duly terminated?

Issue No. I will be treated as Preliminary Issue.

5. Before the matter could proceed further, both the parties filed a joint memorandum of settlement putting an end to the dispute and prayed that a consent award be passed accordingly.

6. The memo of settlement, which shall form part of this award, has taken into consideration the claim of the workman and the counter claim of the employer and arrived at a formula which is just and fair to both the parties. I, therefore, accept the same and pass the following order:

ORDER

Consent award in terms of the joint memo of settlement, which shall form part of this award, is hereby made. No order as to costs.

Dr. Renato Noronha

Before Hon'ble Industrial Tribunal Goa, Daman and Diu

Reference No. IT-4 of 1976

Between

M/s 'O' Heraldo

and

Their workman Pascoal Braganza

MAY IT PLEASE YOUR HONOUR:

The parties to above reference have settled this dispute amicably as under:

TERMS OF SETTLEMENT

1. The concerned Workman and the Union accept the termination of the concerned Workman's services by the Employer with effect from 23rd July, 1975, and withdraw their demand for his reinstatement.

2. The Employer agrees to pay the concerned Workman a total sum of Rs. 800/- (Rupees eight hundred only) in full and final settlement of all his dues and claims on the Employer, as under:

(a) One month's notice pay	Rs. 123.18
(b) Earned wages for July, 1975	Rs. 90.20
(c) Wages for unavailed leave 7½ days of 1974 and 10 days of 1975	Rs. 71.75
(d) Bonus	Rs. 83.20
(e) Ex-gratia payment	Rs. 431.67

Total Rs. 800.00

3. The concerned Workman and the Union agree that in view of Clause (2) above, the concerned Workman has no other further claim or dispute of whatsoever nature on the Employer.

The Parties jointly pray that Award in terms of this settlement may please be made.

For which act of kindness the parties shall ever remain.

Panaji, 4th September, 1981.

Ramesh Desai

N. J. Rebello

Representative for Employer
M/s 'O' Heraldo, Panjim.

General Secretary, Newspaper
and Press Employees Union,
Betim - Bardez. Representa-
tive for Workman.